

COUNCIL ACTION FORM

**SUBJECT: RURAL PLAT OF SURVEY FOR BOUNDARY LINE ADJUSTMENT  
AT 3615 ZUMWALT STATION ROAD**

**BACKGROUND:**

The City's subdivision regulations are found in Chapter 23 of the Ames Municipal Code. These regulations include the process for creating or modifying property boundaries and for determining if any improvements are required in conjunction with the platting of property. The regulations also describe the process for combining existing platted lots or conveyance parcels in order to create a parcel for development purposes. A plat of survey is allowed by Section 23.309 as a boundary line adjustment.

3615 Zumwalt Station Road is located within Story County and the Urban Services Area Designation of the Ames Urban Fringe Plan. The site is approximately one quarter of a mile west of the intersection of State Street and Zumwalt Station Road (see Attachment A, Location Map). The 3615 Zumwalt property contains a home owned by the Sanders. The larger farmland to the north and west is owned by Champlin Farms LLC and has no residence on the property. **The proposed boundary line adjustment resolves a dispute of ownership of approximately 60 feet of land along the rear property line of the 3615 Zumwalt Station Road property. (See applicant letter Attachment C) As part of the survey approval, the applicant requests the City Council waive the requirement to completely survey the existing boundaries of both properties that are part of the boundary line adjustment and accept the complete survey of the smaller adjusted property at 3615 Zumwalt Station Road.** City standards require a complete survey while County Auditor's recording requirements do not require a complete survey of both original parcels that are part of a plat of survey.

The Champlin Lloyd Farm LLC own multiple properties in this area. The subject Champlin property with this plat of survey is approximately 60 acres and surrounds the Sanders' 1.6 acre parcel on the west and to the north. The Sanders seek to increase their parcel size as a result of a settlement between the two property owners giving the Sanders legal title to a strip of land they thought they already owned. To do so requires moving of the north property line approximately 60 feet further north. Approximately 0.93 acres would be exchanged between the two sites as part of the boundary line adjustment. (See Plat of Survey as Attachment B)

The Ames Urban Fringe Plan designates the future use of this property as Urban Residential. For property in Story County with this land use designation, the area is to be urban in character and become part of a municipal jurisdiction as it develops, under the 28-E Intergovernmental Agreement with Story County. The Urban Residential designation is to be annexed and then developed at an urban density with infrastructure and subdivision. Development of property, including subdivision, is typically required to be annexed to the City prior to approval of development. Authority to approve subdivisions within the Urban

Residential area has been delegated exclusively to the City as part of the 28-E agreement. **However, both property owners do not wish to annex at this time and request that the plat of survey be approved without annexation.** The Sanders have provided a signed covenant agreeing to future annexation as is customary by the City for rural development. The Champlin property owner has not signed such a covenant and does not desire to do so as part of this process.

There are no additional parcels being created with the Plat of Survey, therefore, City subdivision standards do not require any additional infrastructure with the proposed plat of survey. Waiving the infrastructure requirement for a subdivision is usually the basis for requiring the property owner to sign three customary agreements pertaining to future annexation, assessment, and water buyout. The only agreement that is necessary in this situation is an Annexation Agreement, since it is a boundary line adjustment that does not permit additional development. There is no plan at this time, by either owner, to further urbanize this area. The Champlin property combined with the other holdings in the area would be a prime development area within the Southwest Growth Area in the future.

The applicant requests waiving of Section 23.308(3), which necessitates the adjacent property owned by Champlin to be surveyed along with the Sanders' parcel (see Attachment C, Applicant's letter). Section 23.103 of the Subdivision Code does allow waivers of the Subdivision Code if approved by the City Council. The Champlin parcel is not included in this proposed plat of survey. Usually, a boundary line adjustment would result in a plat drawing of two parcels. In this instance, however, the applicant is requesting a waiver of Section 23.308(3) to create a survey of only the resulting Sanders parcel. The applicant believes that requiring the Champlin property to be surveyed presents an extraordinary hardship on the Sanders, due to the size and configuration of the Champlin property.

The two parcels are located in the "Urban Service Area (USA)" of the Urban Fringe. This particular area is designated in the LUPP as part of the SW Growth Area. Story County has waived the exercise of its subdivision authority in areas designated as USA. The USA is the area adjacent to the City limits and is planned for urban development. Land in the USA should be protected from any form of development that would constrain the efficient growth of the community. Inappropriate development in USA would include low-density development lots served by on-site wastewater treatment systems and other forms of rural development. The proposed Plat of Survey is not for the purpose of additional, or development that would be inconsistent with the USA.

Approval of this plat of survey will allow the applicant to prepare the official plat of survey, submit it to the Planning and Housing Director for review. The Director will sign the plat of survey confirming that it fully conforms to all conditions of approval. The prepared plat of survey may then be signed by the surveyor, who will submit it for recording in the office of the County Recorder.

### **ALTERNATIVES:**

1. The City Council can adopt the resolution approving the proposed plat of survey and waiver of Section 23.308(3), exempting the Champlin property from being surveyed as

part of the Plat of Survey for 3615 Zumwalt Station Road, and accepting the annexation covenant from the Sanders.

2. The City Council can adopt the resolution approving the proposed plat of survey and waiver of Section 23.308(3), exempting the Champin property from being surveyed as part of the Plat of Survey for 3615 Zumwalt Station Road, and require the Sanders to sign all three customary agreements pertaining to future annexation, assessment, and water buyout, if necessary.
3. The City Council can deny the proposed plat of survey if the City Council finds that the requirements for plats of survey as described in Section 23.308 have not been satisfied.
4. The City Council can deny the proposed plat of survey and require both property owners to apply for annexation.
5. The City Council can refer this back to staff and/or the owner for additional information.

**MANAGER'S RECOMMENDED ACTION:**

Staff has determined that the proposed plat of survey for a boundary line adjustment does not trigger City infrastructure requirements. Waiving the requirement for surveying of both properties would reduce the cost for the Sanders to complete the process.

Due to the overall size and number of properties under Champlin ownership it appears that a larger annexation plat would have to be completed and that a survey of one of the Champlin properties is not essential at this time. A covenant agreeing to voluntary annexation, has already been received by the City and signed by the Sanders in support of the proposed plat of survey.

Due to the broader land holdings in the area, the Champlin property is expected to be part of a larger annexation process in the future when the property is able to be developed within the City. The proposed boundary line adjustment has no effect on the ability to complete future annexation. Any future subdivision or development to either property would have to be approved by the City of Ames since it is a designated Urban Service Area in the Ames Urban Fringe Plan. Staff finds that the proposed plat of survey is not inconsistent with the Ames Urban Fringe Plan intent for new development to occur with the City and maintaining agricultural areas on the perimeter of the City would not inhibit future urbanization of the area.

**Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, thereby adopting the resolution approving the proposed plat of survey, waiving the requirement of a complete survey of both original properties, and accept a covenant for future annexation for the Sanders property.**

**ADDENDUM  
PLAT OF SURVEY FOR 3615 ZUMWALT STATION ROAD**

Application for a proposed plat of survey has been submitted for:

- Conveyance parcel (per Section 23.307)
- Boundary line adjustment (per Section 23.309)
- Re-plat to correct error (per Section 23.310)
- Auditor's plat (per Code of Iowa Section 354.15)

The site is located at:

Owners: Francis D. & Suzanne J. Sanders

Existing Street Addresses: 3615 Zumwalt Station Road

Assessor's Parcel #: 0917400380

Legal Description: Parcel 'H': A part of the Southwest Quarter of the Southeast Quarter of Section 17, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Southeast Corner of said Southwest Quarter of the Southeast Quarter; thence N00°30'24"W, 251.81 feet along the East line thereof to its intersection with the northerly line of the former railroad and the point of beginning; thence continuing N00°30'24"W, 205.20 feet; thence S86°34'24"W, 346.88 feet to an existing fence line; thence S00°04'21"E, 399.85 feet along said line to the north right of way line of Zumwalt Station Road; thence S89°26'29"E, 45.59 feet along said line to the northerly line of said former railroad; thence N54°26'41"E, 371.18 feet along said line to the point of beginning, containing 2.53 acres

**Public Improvements:**

The preliminary decision of the Planning Director finds that approval requires all public improvements associated with and required for the proposed plat of survey be:

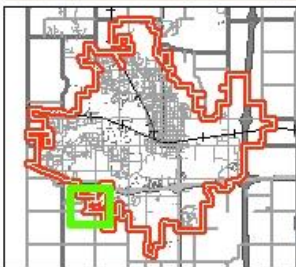
- Installed prior to creation and recordation of the official plat of survey and prior to issuance of zoning or building permits.
- Delayed, subject to an improvement guarantee as described in Section 23.409.
- Not Applicable.

Note: The official plat of survey is not recognized as a binding plat of survey for permitting purposes until a copy of the signed and recorded plat of survey is filed with the Ames City Clerk's office and a digital image in Adobe PDF format has been submitted to the Planning & Housing Department.

**ATTACHMENT A: LOCATION MAP**



**3615 Zumwalt Station Rd**



**ATTACHMENT B: PROPOSED PLAT OF SURVEY**

# PLAT OF SURVEY

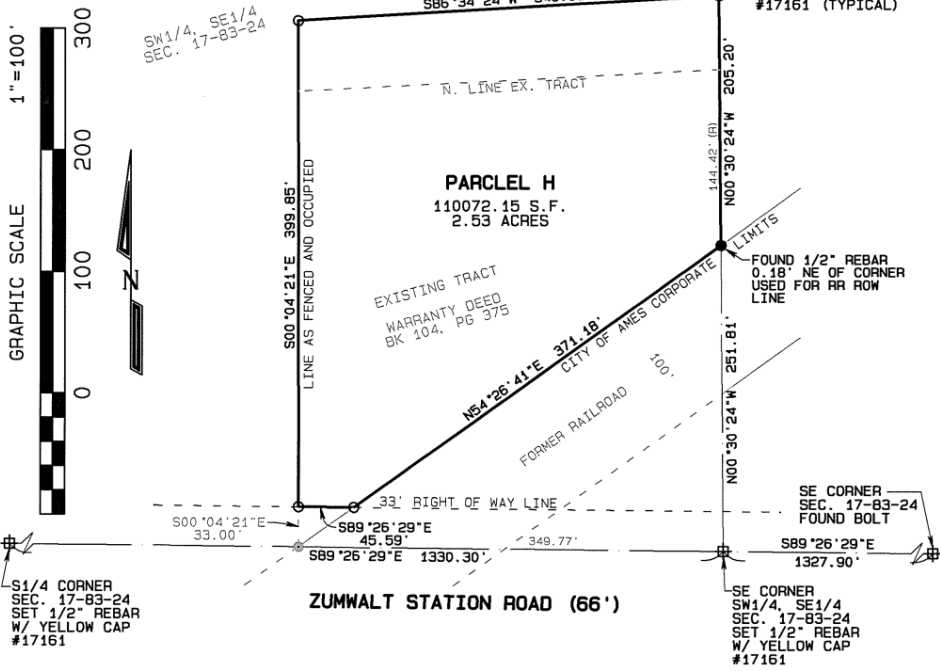
**LOCATION:** IN THE SW1/4, SE1/4, SEC. 17-83-24  
 STORY COUNTY, IOWA  
**PROPRIETORS:** EXISTING TRACT:  
 FRANCIS D. & SUZANNE J. SANDERS  
 REMAINDER:  
 CHAMPLIN LLOYD FARM, LLC  
**REQUESTED BY:** JOHN TILLO, PASLEY & SINGER LAW  
**SURVEYOR:** R. BRADLEY STUMBO, PLS #17161  
 STUMBO & ASSOCIATES LAND SURVEYING  
 P.O. BOX 1664  
 AMES, IA 50010  
 515-233-3689

**Survey Description-Parcel 'H':**  
 A part of the Southwest Quarter of the Southeast Quarter of Section 17, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Southeast Corner of said Southwest Quarter of the Southeast Quarter; thence N00°30'24"W, 251.81 feet along the East line thereof to its intersection with the northerly line of the former railroad and the point of beginning; thence continuing N00°30'24"W, 205.20 feet; thence S86°34'24"W, 346.88 feet to an existing fence line; thence S00°04'21"E, 399.85 feet along said line to the north right of way line of Zumwalt Station Road; thence S89°26'29"E, 45.59 feet along said line to the northerly line of said former railroad; thence N54°26'41"E, 371.18 feet along said line to the point of beginning, containing 2.53 acres.

This plat was prepared to amend the boundary of an existing tract as described in the Warranty Deed filed on August 23, 1971, in Book 104, Page 375. A new deed is required for the new parcel.

The Ames City Council approved this Plat of Survey on \_\_\_\_\_, 2017, with Resolution No. \_\_\_\_\_. I certify that it conforms to all conditions for approval.

\_\_\_\_\_  
 Planning and Housing Director



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo License #17161 Date: \_\_\_\_\_  
 My license renewal date is December 31, 2017  
 Job #16944 Date: 10/17/16 Fieldwork Completed: 9/14/16 Page 1 of 1



**STUMBO & ASSOCIATES LAND SURVEYING**

## ACHMENT C: APPLICANT'S LETTER

### PASLEY AND SINGER LAW FIRM, L.L.P.

— ESTABLISHED 1906 —

JOHN L. TIMMONS  
JANE M. MATHISON  
FRANKLIN J. FEILMEYER  
JOHN A. TILLO

AMANDA HASSID  
STACEY C. ROGERS

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TELEPHONE: (515) 232-4732  
FAX: (515) 232-4756

SENDER'S EMAIL:  
JTILLO@SINGERLAW.COM

C. H. PASLEY (1875-1952)  
R. G. PASLEY (1915-2007)  
W. A. SINGER (1917-2011)  
LARRY R. CURTIS (1945 - 2016)  
G. A. PASLEY (RETIRED)  
S. A. HOLM (RETIRED)  
SCOTT L. HIPPEN (RETIRED)

September 21, 2016

Julie Gould  
Planning and Housing Dept.  
City of Ames  
515 Clark Ave. P.O. Box 811  
Ames, IA 50010

Re: Plat of Survey for Real Estate Locally Known as 3615 Zumwalt Station Road;  
Request for Waiver Pursuant to Section 23.103, City Code

Dear Ms. Gould:

As you know, I represent Francis (Dean) and Suzanne Sanders ("Sanders"). The Sanders own real estate locally known as 3615 Zumwalt Station Road, Ames, IA. For your reference, the Sanders have good, unencumbered legal title to the parcel legally described in the attached copy of the warranty deed filed in the Story County Recorder's Office at Book 104, Page 375. The Plat of Survey Application Form executed by my clients on September 19, 2016 and submitted to the City Planning and Housing Department by Stumbo & Associates Surveyors on September 20, 2016, demonstrates the proposed new boundary for this parcel. Please refer to the "North Line Existing Tract" dotted line in that Plat of Survey application for graphical reference of the existing boundary line for which they have legal title.

I write to request a waiver of the requirement of City Municipal Code Section 23.308 which would necessitate, in the absence of a waiver, the adjacent property owned by Champlin Lloyd Farm, LLC ("Champlin") to be surveyed along with the Sanders' parcel. It is the Sanders' belief that requiring survey of the Champlin property would place an extraordinary hardship on the Sanders, or, in the alternative, would prove inconsistent with the purpose of the Regulations due to other conditions when attempting to adjust the legal boundary lines between the Sanders' real estate and Champlin's real estate. Section 23.103(1) allows waiver of the Regulations in total, not just waiver of the application of one provision of the Regulations, and the fact that the Sanders are only asking for the waiver of one provision of the Regulations (namely, the requirement that the surveyor survey the adjacent Champlin property), and have agreed to consent to future annexation shows their good faith approach to this process.

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**PASLEY AND SINGER LAW FIRM, L.L.P.**

September 21, 2016

Letter to Julie Gould, City of Ames Planning and Housing Department

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It is the Sanders' belief that requiring the surveyor to survey the adjacent Champlin property would cause an extraordinary hardship or prove inconsistent with the purpose of the Regulations because, for one, the Champlin property at issue is unusually and extraordinarily large. It dwarfs the Sanders' small little homestead. The Champlin property is a swath of 61.31 acres, of which less than approximately 5% (by my calculation) of the Champlin parcel's boundaries would be affected by this adjustment. The parcels are not remotely close in size.

Secondly, it would cause extraordinary hardship and prove inconsistent with the purpose of the Regulations because providing the funds to pay the surveyors' fees to survey the Champlin property in addition to the Sanders' property would cause unnecessary financial difficulty for the Sanders. The Sanders are both retired, have modest means, and have spent a significant amount of their funds already on attorneys' fees in attempting to resolve this legal title issue. So little of this large property borders the boundary at issue between the Sanders and Champlin. The Sanders are not developers, but merely long-time residents of Story County (they lived at this address for more than 45 years as the City grew outward to them) who are getting roped into the Subdivision Regulations.

Furthermore, City Council may waive the requirements of the Regulations so that "substantial justice may be done and the public interest secured." This would seem to be just the sort of situation where that would be the case.

It is also my understanding there is not an established policy for how the City will move forward with boundary line adjustments. It is my understanding the City granted a Plat of Survey for a Boundary Line very similar to this one in another case. In fact, I believe the parcel involved was much larger in that previous case and may have been slated for actual subdivision (in the colloquial sense) and building of residences (I could be mistaken here though). Regardless, these are not the facts here.

In the simplest form, this is just an exercise to clear legal title to a strip of land running along the northern boundary of my clients' real estate between two represented parties. We are essentially just trying to clear up long-standing occupational lines between the parties and legally transfer title to real estate my clients have openly occupied, improved, and otherwise maintained since 1971. There will be no change to street frontage, no change to access, and we're not proposing the creation of a new lot.

The Sanders moved to this parcel in 1971 and believed they owned up to the pre-existing fenceline which was already in place upon their arrival. This narrow strip of land is legally owned by Champlin Lloyd Farm, LLC ("Champlin") as part of a greater contiguous tract, but Champlin and Sanders agreed to transfer title to this parcel to Sanders pursuant to a



**PASLEY AND SINGER LAW FIRM, L.L.P.**

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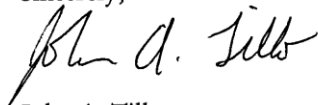
settlement agreement. There are absolutely no plans to develop this small property upon which the Sanders' homestead sits. I do not think the Subdivision Code was written with the intent to apply unnecessary burdens to single-family landowners, but rather to do "substantial justice." Sec. 23.103(1).

I note that Sec. 23.102(1)(b) states that one of the purposes of the Subdivision Regulations is to "provide for a balance between the use rights of individual landowners and the economic, social, and environmental concerns of the public when the City is developing or enforcing its land use regulations." I think the City has accomplished this balance already by exacting my clients' agreement to enter into a written covenant with the City agreeing to future annexation of this property and waiver of any future owner's right to withdraw the annexation request. If the City does not allow this Plat of Survey including solely the Sanders' parcel to proceed, particularly without waiver of just one requirement of the Regulations requiring survey of the adjacent Champlin parcel, and essentially puts a stop to my clients' plans to purchase legal title to a strip of land they have actually occupied since 1971, they will be greatly disappointed and I, frankly, don't know what they (or I) can do next.

Additionally, I would like to reiterate (as I have informed you over the phone and was alluded to above) that my clients agree to enter into a written covenant with the City agreeing to future annexation of this property. It is my understanding City staff has not formally prepared this agreement yet, but the sample form sent by you, Julie, suffices, and the Sanders would be willing to insert their names into the agreement where provided in that form.

Thank you for your time; I look forward to hearing from the City with its decision soon.

Sincerely,



John A. Tillo  
Attorney at law

enc.

NO. 4646  
STORY COUNTY  
FILED FOR RECORD  
AUG 23 1971 P.M.  
By ELLA M. HUGENBACHER, Recorder

# WARRANTY DEED — JOINT TENANCY

Know All Men by These Presents: That Alva Taylor and Maude Taylor, husband and wife

of Story County, State of Iowa, in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid do hereby Convey unto Francis D. Sanders and Suzanne J. Sanders, husband and wife.

As Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate, situated in Story County, Iowa, to-wit:

Commencing at a point on the East line of the West Half of Southeast Quarter of Section 17, Township 83 North, Range 24 West of the 5th P. M. Iowa, where the said line or boundary intersects the North boundary line of the right-of-way of the Fort Dodge, Des Moines and Southern Railroad, thence due North on said East Boundary line of said West half 144 Feet and 5 inches, thence due West at a right angle 350 feet, thence due South at right angle 342 feet to the North line or boundary of the public road, thence due East at a right angle on the said North boundary line of said road to a point where the said north line of said road intersects the North boundary line of said right of way, thence northeast along the said North line of the said right-of-way to place of beginning.

And the grantors do Hereby Covenant with the said grantees, and successors in interest, that said grantors hold said real estate by title in fee simple; that they have good and lawful authority to sell and convey the same; that said premises are Free and Clear of all Liens and Encumbrances whatsoever except as may be above stated; and said grantors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

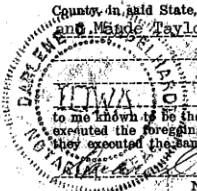
Signed this 20th day of August, 19 71

Alva Taylor *Alva Taylor*

Maude Taylor *Maude Taylor*

STATE OF IOWA }  
COUNTY OF Story } ss.

On this 20th day of August, A.D. 19 71 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Alva Taylor and Maude Taylor, husband and wife



to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said County



BOOK 104 PAGE 325